

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF AUSTIN AND
TEXAS RIOGRANDE LEGAL AID**

STATE OF TEXAS

COUNTY OF TRAVIS

This Agreement (“Agreement”) is entered into between the City of Austin (“City”), a home-rule municipal corporation located in Travis County, Texas, and Texas RioGrande Legal Aid (“TRLA”), to provide professional services to the City and to perform functions which are mutually beneficial to the contracting parties.

WHEREAS, the City has received a Department of Justice, Office on Violence Against Women, Grants to Encourage Arrest Policies and Enforcement of Protection Orders award (“Grant”) in the amount of \$1,110,000;

WHEREAS, the Grant contemplates the cooperation of City and TRLA in the implementation of a coordinated program to combat family violence; seek protective orders, if needed; enhance long and short-term counseling options for the victims of domestic violence; and, enhance pro-arrest policies for domestic violence offenders and protective order violators by strengthening current officer training;

WHEREAS, City and TRLA presently desire to cooperate in the Austin-Travis County Family Violence Protection Team (“Team”) to maintain a comprehensive and coordinated approach to reducing and preventing domestic violence; and,

WHEREAS, TRLA can contribute its experience and professional services to Team’s efforts and Grant’s objectives

NOW, THEREFORE, CITY AND TRLA AGREE AS FOLLOWS:

1.0 Purpose

The Team provides crisis-counseling for domestic violence victims, promotes thorough investigations and prosecution, provides legal assistance and representation, increases access to long-term counseling for victims, and develops procedures to expedite requests for protective orders (“Project”). The purpose of this Agreement is to secure the services of an attorney and a paralegal for the Team.

1.1 City and TRLA agree that TRLA is retained as an Independent Contractor solely for the purposes and duration of the Project as set forth in subparagraph 1.0 and 2.0. City will have no right of control over TRLA’s employees or TRLA’s work. TRLA is not an agent, servant or employee of City and will not hold itself out as same. TRLA understands it has no authority to bind or otherwise obligate City for the payment or performance of any duties for the Project except as provided in Section 3.0.

2.0 Effective Date of Agreement

This agreement is effective October 1, 2008, and will terminate on September 30, 2010, at which time the Parties may agree, in writing, to renew for a period of up to one year, unless terminated by either party in accordance with Section 13.0. As the grant end date is September 30, 2010, the renewal of this agreement will take place only if the City of Austin determines that additional time is needed to exhaust grant funds and the U.S. Department of Justice has officially designated a new grant end date.

3.0 Scope of Services

3.1 TRLA will assign a full-time Attorney and a full-time Paralegal to work with the Team for the duration of the two-year grant period.

3.2 TRLA will immediately advise City of any change in the Attorney or Paralegal's employment status. If either position becomes vacant, TRLA will ensure that a qualified individual is assigned or hired to complete all services as outlined in section 3.0.

3.3 The Attorney will represent victims seeking protective orders who are conflicted out of Travis County Attorney's Office. The Paralegal will provide victims with information regarding vital wrap around services such as assistance with housing, social security, consumer, and public benefits issues.

3.4 The Attorney and Paralegal will attend Team meetings and scheduled trainings.

3.5 TRLA will be responsible for providing City with monthly documentation of grant-related TRLA costs. This documentation will be the basis for the City's monthly reimbursement of TRLA.

3.6 TRLA will submit all required statistics and other data for grant performance measures to the APD Victim Counselor in a predetermined format by the 15th calendar day following the end of the reporting period. The data must be prepared and submitted electronically to the APD Victim Counselor assigned to the Team in accordance with the below schedule. The APD Victim Service Counselor assigned to the Team will complete all progress reports required by the grantor.

PERFORMANCE MEASURE DATA	
TIME PERIOD	DUE DATE
October 1, 2008 – December 31, 2008	January 15, 2009
January 1, 2009 – June 30, 2009	July 15, 2009
July 1, 2009 – December 31, 2009	January 15, 2010
January 1, 2010 – June 30, 2010	July 15, 2010
July 1, 2010 – September 30, 2010	October 15, 2010

4.0 Consideration

4.1 During the term of this Agreement, City will reimburse TRLA based on invoices submitted for actual expenses, not to exceed a total of \$139,163. Invoices should be submitted in accordance with section 4.4. This amount may be increased in accordance with section 4.3.

4.2 Allowable expenses represent funding for the salary and benefits of the TRLA Attorney assigned to the Team, and conditionally, travel for the purpose of training in accordance with section 4.3.

4.3 The Family Violence Protection Team Supervisors will determine which Team members will attend training during the 2-year grant period. Should the TRLA Attorney and/or Paralegal be selected to participate, TRLA will make travel arrangements for the employee in accordance with their internal travel policy. Should TRLA not have an official travel policy on file and available for review upon request, TRLA will follow City of Austin travel policy to complete travel arrangements. A copy of this City policy is available upon request.

4.4 TRLA will seek reimbursement from City by presentment of its invoice to City's designated personnel. TRLA's invoice for the prior month's salaries and benefits; timesheets; and general ledger documentation related to this contract will be presented to City no later than the fifteenth of the following month via the following email addresses: Anna.Weaver@ci.austin.tx.us; Aphra.Delgado@ci.austin.tx.us; and COAGrants@ci.austin.tx.us.

4.5 Within 45 days, City will reimburse TRLA the invoiced amount from current grant funds received for the Project and will not be obligated to pay any additional monies beyond the agreed consideration. In the event of payment of any unearned money or overpayment of money by City to TRLA, TRLA will refund promptly to City the unearned or overpaid amount within thirty (30) days after the refund is requested by City.

5.0 Insurance Requirements. The following insurance requirement applies:

5.1 General Requirements

(1) The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract and during any warranty period.

(2) The Contractor shall forward Certificates of Insurance with the endorsements required below to the City as verification of coverage within 14 calendar days after notification of award, unless otherwise specified.

(3) The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

(4) The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

(5) The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

(6) All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

Attn:
Anna Weaver

Contract:
Austin\Travis County
Family Violence Protection Team
City of Austin, Police Department
Financial Management
P.O. Box 1629
Austin, Texas 78767-1629

(7) The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

(8) If insurance policies are not written for amounts specified below, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

(9) The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

(10) The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary

and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

(11) The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

(12) The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

(13) The Contractor shall provide the City thirty (30) days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

(14) The insurance coverages specified below are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.2 Specific Requirements.

(1) Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Art. 8308-1.01 et seq Tex. Rev. Civ. Stat.). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

(a) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

- (i) Waiver of Subrogation, Form WC 420304
- (ii) Thirty (30) days Notice of Cancellation, Form WC 420601

(2) Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A and B.

(a) The policy shall contain the following provisions:

- (i) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
- (ii) Independent Contractor's Coverage.
- (iii) Products/Completed Operations Liability for the duration of the warranty period.
- (iv) If the project involves digging or drilling provisions must be included that provide

Explosion, Collapse, and Underground Coverage (X,C,U).

- (b) The policy shall also include these endorsements in favor of the City of Austin:
 - (i) Waiver of Subrogation, Endorsement CG 2404
 - (ii) Thirty (30) days Notice of Cancellation, Endorsement CG 0205
 - (iii) The City of Austin listed as an additional insured, Endorsement CG 2010

(3) Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

- (a) The policy shall include these endorsements in favor of the City of Austin:
 - (i) Waiver of Subrogation, Endorsement TE 2046A
 - (ii) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A
 - (iii) The City of Austin listed as an additional insured, Endorsement TE 9901B

(4). Professional Liability Insurance: The Contractor shall provide coverage, at a minimum limit of \$100,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement. If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

6.0 Confidentiality

6.1 If TRLA notifies the City of the confidential nature of its information, the City will maintain the confidentiality of the information to the extent permitted by law. Upon receipt of requests for confidential information, the City will notify TRLA of the request by facsimile transmission within three (3) working days. City will furnish TRLA with copies of Attorney General opinion requests City makes pertaining to confidential information within three (3) working days.

6.2 For the purposes of the Texas Public Information Act (“Open Records Act”), any information shared with TRLA by City or document given to TRLA by City is owned by City. TRLA agrees to keep such information or documents confidential to the extent allowed by law and will not release or make public such information or documents without the written consent of City. Upon receipt of requests for City information or City documents, TRLA will notify the City Attorney by facsimile transmission on or before the expiration of three calendar days of the request.

7.0 Records Retention

7.1 TRLA understands that its records relating to the performance of this Agreement, including but not limited to, payroll records, reports to City and the underlying documents upon which the reports are based, must be retained pursuant to the terms and conditions of the grant and state law. TRLA agrees that it will safely keep and not alter or destroy any such documents without the prior written permission of City.

8.0 Notice

8.1 Any notice given hereunder must be in writing, and may be given by personal delivery or by certified mail, return receipt requested, at the addresses of the parties indicated below:

City of Austin: Chief of Police
Austin Police Department
P.O.Box 689001
Austin, Texas 78768-9001
FAX: 974-6611

City Attorney
P.O. Box 1088
Austin, Texas 78767-8828
FAX: 974-2894

TRLA:

9.0 Entire Agreement Amendments. This Agreement contains the entire agreement between the parties respecting the subject matter, and supersedes all prior agreements between the parties regarding these matters. This Agreement may not be modified or amended except by written agreement executed by both parties. The parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

10.0 Invalid Provisions. Any clause, sentence, paragraph or article of this Agreement that is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect will not impair, invalidate, or nullify the remainder of this Agreement.

11.0 Applicable Laws. This Agreement will be construed in accordance with the laws and constitution of the State of Texas. All obligations hereunder are performable in Travis County, Texas, and venue for any action arising hereunder will be in Travis County, Texas.

12.0 Cooperation. City and TRLA agree to cooperate with each other in good faith at all times in order to effectuate the purposes and intent of this Agreement. Each party hereto confirms and represents that this Agreement has been duly authorized by its respective governing body.

13.0 Termination. Either party, without cause, may terminate this Agreement upon thirty (30) days written notice to the other party.

14.0 No Conferring of Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

15.0 Agreement Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original and all of which together constitute one and the same instrument. In like manner, from and after the time it executes consent or other document authorized or required by the terms of this Agreement, such consent or other document will be binding upon such party.

EXECUTED on the date or dates indicated below.

CITY OF AUSTIN, TEXAS

By: _____
Mark A. Ott, City Manager

_____ Date

TRLA

By: _____
_____ Date